

EXHIBIT 7

Browndorf, Marisa (Woodcock Washburn)

From: Browndorf, Marisa (Woodcock Washburn)
Sent: Wednesday, April 04, 2007 3:36 PM
To: Browndorf, Marisa (Woodcock Washburn)
Subject: RE: DePuy Mitek v. Arthrex

-----Original Message-----

From: Saber, Charles [mailto:SaberC@dicksteinshapiro.com]
Sent: Friday, March 16, 2007 11:47 AM
To: Bonella, Michael J. (Woodcock Washburn)
Cc: Tamburo, Salvatore
Subject: RE: DePuy Mitek v. Arthrex

[Mike](#)

Sorry for not getting back to you sooner -- I thought that I had responded. Your suggested revision is fine. As you know, this is language that we will put into our brief which is being filed on behalf of both Arthrex and Pearsalls. I'm not sure in the writing of the brief whether we will define Arthrex and Pearsalls as "Arthrex" (which we have done before) or as "defendants." However we do it, we wil make sure that the language refers to both parties.

[Chuck](#)

From: Bonella, Michael J. (Woodcock Washburn) [mailto:bonella@woodcock.com]
Sent: Friday, March 16, 2007 11:10 AM
To: Saber, Charles
Cc: Tamburo, Salvatore
Subject: RE: DePuy Mitek v. Arthrex

[Chuck:](#)

Per my voice mail, please advise whether Mitek's modification is agreeable to Arthrex and Pearsalls. As a side note, Pearsalls need to be added to the agreement. We need to reach a conclusion on this issue.

[thanks,
Mike](#)

-----Original Message-----

From: Bonella, Michael J. (Woodcock Washburn)
Sent: Monday, March 12, 2007 9:36 AM
To: 'Saber, Charles'
Cc: Tamburo, Salvatore
Subject: RE: DePuy Mitek v. Arthrex

[Chuck:](#)

Your proposal generally looks acceptable. We suggest tweaking the language a little and replacing the following sentence:

Arthrex has agreed that it no longer will be raising the contention that the addition of nylon to TigerWire materially

affects the basic and novel characteristics of the invention, either in response to DePuy Mitek's motion or otherwise in this litigation.

with

Arthrex has agreed that the addition of nylon to TigerWire does not materially affect the basic and novel characteristics of the invention claimed in U.S. Patent No. 5,314,446.

Although I do not think that you meant to imply it, there is a slight risk that the proposed language could be misinterpreted to require Mitek to brief the issue. It could be argued that the fact that Arthrex will not raise the issue does not necessarily mean that Mitek does not have to raise the issue and prove it. I think that this slight modification in language accomplishes the goal the parties are seeking (i.e., limiting the issues to thereby limit the evidence). Please advise if this language is acceptable.

Regards,
Michael Bonella

-----Original Message-----

From: Saber, Charles [mailto:SaberC@ dicksteinshapiro.com]
Sent: Friday, March 09, 2007 1:59 PM
To: Bonella, Michael J. (Woodcock Washburn)
Cc: Tamburo, Salvatore
Subject: DePuy Mitek v. Arthrex

Mike

Here is the proposed language that we would put into our brief on the TigerWire/nylon issue.

DePuy Mitek's original motion for summary judgment contended that the addition of nylon to Arthrex's TigerWire product does not materially affect the basic and novel characteristics of the '446 patent. Arthrex responded that it does. Arthrex has agreed that it no longer will be raising the contention that the addition of nylon to TigerWire materially affects the basic and novel characteristics of the invention, either in response to DePuy Mitek's motion or otherwise in this litigation. Arthrex, of course, continues to assert its other defenses in connection with its TigerWire product that it is asserting in connection with FiberWire.

Have a nice weekend,

Chuck

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